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9

AGREEMENT

W. P. WHITSETT

~~TITLE INSURANCE AND TRUST CO.~~

WITH

A. M. WHITSETT

Dated October 30th, 1906

Lot 116

Walnut Lawn

OUT WEST COMPANY, Los Angeles

This Agreement, Made and entered into in duplicate this 30th day of October 1906, between the TITLE INSURANCE AND TRUST COMPANY, a corporation, the party of the first part hereto, and A. M. WHITSETT

the party Y of the second part, WITNESSETH:

That the said party of the first part, in consideration of the covenants and agreements on the part of the party Y of the second part hereinafter contained, agrees to sell and convey unto the said party Y of the second part and said party Y of the second part agrees to buy

Lot One hundred sixteen (116) of "Walnut Lawn" in the County of Los Angeles, State of California, as per map recorded in Book 9, page 39, of maps in the office of the County Recorder of said County, reserving a right of way over the rear or Easterly 1-1/2 feet of said lot for telephone, telegraph and electric poles, together with a right to enter thereupon for the purpose of constructing and maintaining the same

for the sum of Two thousand 00/100 Dollars (\$2000.00), gold coin of the United States, and said party Y of the second part agrees, in consideration of the premises, to pay to the said party of the first part, at his office in the City of Los Angeles, in the County of Los Angeles, State of California, the said sum of Two thousand 00/100 Dollars, as follows: Twenty 00/100 Dollars (\$20.00), cash, on the signing and delivery of these presents, the receipt whereof is hereby acknowledged, and the sum of twenty 00/100 Dollars (\$20.00), on or before the 190, 00/100 Dollars (\$00.00), on or before the 190, 00/100 Dollars (\$00.00), on or before the 30th day of each and every month until full amount of purchase price is paid

all deferred payments to bear interest at the rate of six (6) per cent per annum, payable semi-annually.

Said party Y of the second part agrees to pay all taxes and assessments now levied or assessed against the said property before the same become delinquent, and upon failure so to do the party of the first part shall have the right to pay the same, with whatever costs and legal percentages that may be added, and the amount so paid, with interest thereon at the rate of seven per cent per annum from the date of payment until repaid, shall be secured hereby and shall be repaid by said party Y of the second part to said party of the first part on demand.

It is further agreed that time is the essence of this contract, and if the party Y of the second part shall fail, or make default in any of the payments by said party Y of the second part herein promised to be paid, as the same mature or become due, or of any installment of the interest, or shall fail to pay said taxes or assessments as in this contract provided, then this agreement may be rescinded at the option of the party of the first part, and the party of the first part shall thereupon be released from all obligations in law or equity to convey said property, and the said party Y of the second part shall forfeit all right thereto, and all monies paid to the party of the first part shall be forfeited to and retained by it as rent and agreed and liquidated damages.

As soon as the part V..... of the second part shall have made said payments, including taxes and assessments, as aforesaid, if made within the time and manner aforesaid, said party of the first part shall, and it does hereby agree to convey said premises by a good and sufficient deed to the said part V..... of the second part, and to furnish a Certificate of Title, showing its title to said lands to be good and free of incumbrance, made or suffered by it, at the date of said conveyance.

This sale is made subject to the following conditions, and the said deed to be made pursuant to this contract shall contain the following clause, namely:

"**Provided**, however, that this conveyance is made and accepted upon each of the following conditions, which shall apply to and be binding upon the grantee, his..... heirs, devisees, executors, administrators and assigns, namely;

That said premises shall be used for residence purposes only; that no building whatever other than a private residence with the customary out-buildings, including a private stable but excepting a privy, shall be erected, placed or permitted on said premises, or any part thereof; that such residence shall cost and be fairly worth not less than One thousand..... Dollars, and shall be located not less than -16-..... feet from the front line of said Lot and shall face the front line of said premises, namely, on Walnut Drive..... Street, and that a water-closet shall be located in said residence which shall be connected with a cess-pool or sewer; that no spirituous or intoxicating liquors shall ever be manufactured, sold or disposed of on said premises; and that said premises or any part thereof shall not be sold, leased, rented or conveyed to any person of African descent; that in the event of the violation of any of said conditions, the title hereby granted shall thereupon cease and terminate and thereupon be and become vested in the party of the first part, its successors or assigns.

"**Provided**, also, that the breach of either of the foregoing conditions, or any re-entry by reason of such breach, shall not defeat or render invalid the lien of any Mortgage or Deed of Trust made in good faith, for value, as to said land, and the improvements thereon as above provided, or any part thereof; provided, however, that the breach of either of said conditions or the continuance of any such breach may be enjoined, abated or remedied by appropriate proceedings, and provided also, that each of the foregoing conditions shall remain at all times in full force and effect as against any owner of said premises, or any part thereof, by reason of any breach thereof by any such owner, whether such ownership is acquired by purchase, foreclosure, devise, inheritance or in any other manner.

"**Provided**, that all and each of the restrictions, conditions and covenants herein contained shall in all respects terminate and end, and be of no further effect, either legal or equitable, either on any property in said tract or on the parties hereto, their heirs, devisees, executors, administrators or assigns, on and after January 1, A. D. 1911."

SUBJECT to taxes for the fiscal year 1906-1907.

And it is further understood that the stipulations aforesaid are to apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties

IN WITNESS WHEREOF, the said party of the first part has hereunto caused its corporate name to be subscribed hereto, by its..... President and Secretary, and its corporate seal to be hereto affixed; and the said part V..... of the second part have hereunto set their hands and seals the day and year first above written.

-TITLE INSURANCE AND TRUST COMPANY,

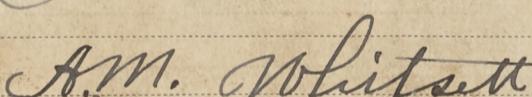
Seller

{ By  President

[SEAL]

{ By

(Purchaser)

 Secretary

(Purchaser)

[SEAL]

8.520.161.2477

RECEIVED PAYMENTS ON THE WITHIN AGREEMENT AS FOLLOWS:

DATE		PRINCIPAL	AMOUNT	
1906	1910			
Nov 7	Sept 16	\$ 2000	1250	W. J. Whitsett
Dec 7	" 30	3000	1250	W. J. Whitsett
Jan 5	Dec 24	2500	2500	W. J. Whitsett By C.O.
Feb 9	Jan 31-11	2500	2500	W. P. Whitsett By S. H. W.
Mar 9	Feb 7	2500	2500	W. J. Whitsett. D. 323 Reg. on Ledger
Apr 9	07 Mar	2500	25-	W. J. Whitsett Do.
May 9	07 Apr 30	2500	1250	W. J. Whitsett Do.
May 22	07 Apr 15 1910	3000	1250	W. J. Whitsett
June 3	07 11 31 11	2000	1250	W. J. Whitsett
July 31	07 Nov 15 11	2000	1250	W. J. Whitsett
Aug 31	07	2000		W. J. Whitsett
Sept 30	07	2000		W. J. Whitsett
Dec 16	07	2000		W. J. Whitsett
Apr 14	08	2500		W. J. Whitsett
June 8	08	1300		W. J. Whitsett
June 17	08	12400		W. J. Whitsett
July 1	08	895		W. J. Whitsett
July 18	08	1105		W. J. Whitsett
Aug 23	08	2500		W. J. Whitsett
Sept. 30	08	2500		W. J. Whitsett
Dec 18	08	2000		W. J. Whitsett
Dec 25	08	2000		W. J. Whitsett
Dec 31	"	2000		W. J. Whitsett
March 10	1909	2500		W. J. Whitsett
May 17	19	2500		W. J. Whitsett
June 10	09	2500		W. J. Whitsett
July 31	09	2500		W. J. Whitsett
Nov 22	10	2500		W. J. Whitsett
Dec 18	09	4000		W. J. Whitsett
" 2509	Ymas	2500		
Aug 15	10	1250		
" 31	10	1250		

99.00